

CITY AND CVEA/SEIU
TENTATIVE AGREEMENTS

Date: July 29, 2013

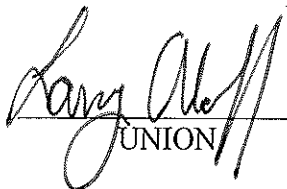
Subject to final approval by the parties, representatives for the parties have reached a tentative agreement for a 2 year MOU with the following material terms, as attached:

- Salary Adjustments
- Career Advancement [4.02]
- Holidays [3.05]
- Agency Shop
- Flex Benefits
- Bi-lingual Pay
- Shift Differential
- Compensatory Time

Also, included are previously agreed upon TA's.

Both parties agree that TA's are agreed upon in substantial form and that minor editing and corrections may be made for incorporation and final approval of the MOU.

The parties will endeavor to complete the approval processes as quickly possible.


UNION 7/29/2013

TENTATIVE AGREEMENT


MANAGEMENT

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING SALARY ADJUSTMENTS

DATE: July 29, 2013

On the subject of Salary Adjustments:

Section II [Compensation], Subsection A [Wages], Article 2.01 [Wages], paragraph shall now read:

I. Salary adjustments shall be made as follows:

A. For Fiscal-Year ("FY") 2013-14:

1. Starting the first full pay-period after agreement by the parties and approval by City Council of a successor MOU to the current MOU (set to expire June 30, 2013) ~~2013~~ between the City and ~~MM/PROP/SEIU~~, all CVEA/SEIU represented employees shall receive a 2% salary adjustment. ✓

2. After agreement by the parties and approval by City Council of a successor MOU to the current MOU (set to expire June 30, 2013) between the City and ~~MM/PROP/SEIU~~, in the first full pay period of January 2014, all CVEA/SEIU represented employees shall receive 1% salary adjustments. ✓

3. The aforementioned salary increases are not retroactive. ✓

B. For Fiscal-Year 2014-2015:

1. Either party may request a reopener on the issue of salary increases only. To reopen, either party must send a written notice by March 1, 2014 that it desires to reopen on the issue of salary increases. ✓

C. The parties agree to discuss the City's Quality Workforce Program (QWP) under the terms of the related side letter with the goal of completing the discussions by March 31, 2014.

D. MOU TERM: The MOU expires on June 30, 2015.

[End]

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING CAREER ADVANCEMENT

DATE: July 29, 2013

On the subject on Career Advancement:

PROPOSED LANGUAGE:

Article 4.02. CAREER ADVANCEMENT

I. For CVEA/SEIU represented employees hired on or before June 30, 2013 the provision set forth in paragraph I.A shall apply.

A. The City may designate entry-level groups of classifications which will be considered as career advancement classifications. Employees may be hired for a vacancy in the higher classification at the lower level classification, and not be required to undergo a promotional exam to advance to the higher position. The employee initially hired may qualify for certification to the higher position upon (1) successful performance for a minimum of one year in the lower position, (2) a positive recommendation by the Appointing Authority and (3) approval by the City Manager upon recommendation of the Human Resources Director. Upon advancement to the higher classification, the employee shall be compensated at the pay rate closest to, but not less than, he/she was compensated at in the lower class. The Human Resources Director shall advise the SEIU\CVEA representative on the status and usage of this Article upon request.

B. The provision set forth in paragraph I.A, above, shall not be construed under any circumstance as creating a vested right, neither expressly or impliedly. The City reserves its right to and may, like any other term, seek modify or terminate this provision in subsequent MOU's.

II. For CVEA/SEIU represented employees hired after June 30, 2013 the provision set forth in paragraph II.A shall apply.

A. The City ~~may designate~~ has designated certain classifications as career advancement classifications. ~~Employees may be hired for a vacancy in the higher classification at the lower level classification, and not be required to undergo a promotional exam to advance to the higher position.~~ Although employees are not required to undergo a promotional exam for advancement from the lower to higher classification designated as career advancement, *advancement to the higher classification will depend on an employee's qualifications and operational needs.*

An employee may qualify for advancement to a higher classification upon all of the following:

- *Successful completion of probationary period in lower classification*

- *Recommendation by his or her appointing authority*
- Approval by the City Manager, at the recommendation of the Human Resources Director.

Upon advancement to the higher classification, the employee shall be compensated at the pay rate closest to, but not less than, his/her ~~he/she was compensated at~~ compensation in the lower classification.

~~The Human Resources Director shall advise the SEIU/CVEA representative on the status and usage of this article upon request.~~

B. For CVEA/SEIU employees in the Maintenance Worker I/II and Gardener I/II series, they shall not be subject to paragraph II.A., but shall remain subject to paragraphs I.A and B, regardless of hire date.

[END]

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING HOLIDAYS

DATE: July 29, 2013

On the subject of Article 3.05 Holidays:

ARTICLE 3.05 HOLIDAYS

- I. ~~Hard or Fixed~~ Holidays for employees who work the traditional Monday through Friday work week will be celebrated on the day that City offices are closed. For the term of this agreement, the following are the recognized hard holidays: Holiday schedule is as follows:

~~HARD HOLIDAYS~~
~~DATES CITY OFFICES ARE CLOSED~~

INDEPENDENCE DAY	JULY 4TH
LABOR DAY	1ST MONDAY IN SEPTEMBER
VETERANS' DAY	NOVEMBER 11TH
THANKSGIVING DAY	4TH THURSDAY IN NOVEMBER
DAY AFTER THANKSGIVING	
CHRISTMAS DAY	DECEMBER 25TH
NEW YEAR'S DAY	JANUARY 1ST
MARTIN LUTHER KING, JR. DAY	3RD MONDAY IN JANUARY
CESAR CHAVEZ DAY	MARCH 31ST
MEMORIAL DAY	LAST MONDAY IN MAY

Hard Holiday Pay

- A. Full time employees shall receive eight (8) hours pay at their regular hourly rate for each hard holiday. Permanent part-time employees shall receive holiday pay at their regular hourly rate in the proportion that such permanent part-time employment bears to full-time employment.
- B. For all employees (except for Library employees and full-time employees who work a 4-10 work schedule or a 9/80 work schedule) if a hard holiday falls on the employee's first regularly scheduled day off, the holiday will be recognized on the previous day; if it falls on the employee's second regularly scheduled day off, the holiday will be recognized on the following day. If the eligible employee must work on the day to be recognized as a hard holiday, the employee shall be paid overtime compensation in addition to the hard holiday pay.

Overtime compensation, in addition to the holiday pay, shall be paid to eligible employees who must work on any hard holiday.

C. Employees who work a flexible schedule (a 9/80 or 4/10) and who cannot observe a normal holiday schedule:

1. If a hard holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours pay.
2. If a hard holiday falls on an employee's regularly scheduled work day and the employee takes that day off, he or she will receive eight (8) hours of holiday pay for that day and may use the appropriate number of hours of discretionary leave to supplement the eight-hours (8) of holiday time in order to reach 40-hours for that work week. Or, with supervisor approval, the employee may choose to work the appropriate number of hours during the week of the holiday in order to reach a total of 40 hours for that work week.
3. If an employee works a hard holiday, the employee will receive the appropriate holiday hours pay based on their established schedule plus time and one-half for each hour actually worked.
4. If a represented permanent part-time employee works on a day to be observed as a hard holiday, the employee will receive holiday pay corresponding to the employee's full time equivalent hours plus pay at time and one-half for each hour worked.
5. If a hard holiday falls on the regularly scheduled day-off of a permanent part-time employee or if a hard holiday falls on a regularly scheduled work day but his or her work site is closed in observance of the holiday, the employee shall receive holiday pay corresponding to the employee's part time equivalent hours.

For payment purposes, if a hard holiday falls on a Saturday or Sunday, the day of observance shall be the actual day of the holiday for employees working a non-Monday-Friday flexible work schedule OR the day when the normal operations of his or her department or division are closed for those employees working a Monday-Friday flexible work schedule.

HARD HOLIDAYS
~~DATES LIBRARIES ARE CLOSED~~

Christmas Eve	12/24/12	12/24/13*
Christmas Day	12/25/12	12/25/13
New Year's Eve	12/31/12	12/31/13*
New Year's Day	1/1/13	1/1/14
Martin Luther King, Jr. Birthday	1/21/13	1/20/14
Cesar Chavez Memorial	4/1/13	3/31/14
Memorial Day	5/27/13	5/26/14
* The library will close at 3pm on these days.		

	FY 12/13	FY 13/14
Independence Day	7/4/12	7/4/13
Labor Day	9/3/12	9/2/13
Veterans' Day	11/12/12	11/11/13
Thanksgiving	11/22/12	11/28/13
Day After Thanksgiving	11/23/12	11/29/13

III. ~~Library staff in represented classifications shall receive the same paid holidays that other CVEA represented employees receive (Article 3.05, Section I). If the City desires to have the Library remain open on any days during a holiday weekend, the Library management will make every attempt to use temporary personnel for staffing. For the purposes of this section, the term "holiday weekend" is defined as the Saturday and Sunday following a City recognized hard holiday which falls on a Friday; the Saturday and Sunday proceeding a City recognized hard holiday which falls on a Monday; the Saturday and Sunday following Thanksgiving Day; or any weekend on which a City recognized hard holiday falls. If staff requests and management approves, or management requires any bi-weekly rate (full or part time) employees to work during a holiday weekend, the employees shall receive time and one-half pay or compensatory time off.~~

IV. Floating Holidays

A. Effective the first pay period in July of each fiscal year of this MOU, employees shall be credited with eight (8) hours floating holiday time each for Lincoln's Birthday, Washington's Birthday, and Admission Day. Permanent part-time employees paid at a bi-weekly rate shall be credited floating holiday time in the proportion that such part-time employment bears to full-time employment. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their Appointing Authority.

1. CVEA employees will receive one additional "Floating Holiday" for the term of this contract.

B. Floating Holiday Use - Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.

[END.]

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING AGENCY SHOP

PROPOSAL #____
DATE: July 29, 2013

CVEA/SEIU withdraws its proposal for Modified Agency Shop.

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING FLEX BENEFITS

DATE: July 29, 2013

Regarding Flex Benefits:

The City withdraws its proposal on Flex Benefits and the current 50/50 cost sharing remains in place.

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING BI-LINGUAL PAY

PROPOSAL # _____
DATE: July 29, 2013

Regarding Bi-Lingual Pay

CVEA/SEIU withdraws its proposal on Bi-lingual pay.

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING SHIFT DIFFERENTIAL

PROPOSAL #_____
DATE: July 29, 2013

Regarding Shift Differential for PSO and Dispatchers:

The following shall be added to to Article 2.11 as section II and renumbering subsequent sections:

- II. In addition to their regular salary, PSO's and Dispatchers regularly assigned to the graveyard shift shall receive shift differential pay in the amount of \$100 per pay period (one time per pay period) ("Graveyard Differential"). PSO's and Dispatchers receiving Graveyard Differential shall not receive any other form of shift differential pay. A PSO and/or Dispatcher who is temporarily assigned to grave yard shift (including overtime), but not regularly assigned, shall not receive the shift differential pay stated in this paragraph, but may be eligible for shift differential as set forth in Section I.

Dispatchers shall be deemed to be working graveyard shift if they (1) work for four or more days in a two week pay period and (2) the majority of their shift is worked during the time period between 12 am and 6 am. PSO's shall be deemed to be working graveyard if they (1) work four or more days in a two week pay period and the majority of their shift during the time period between 10 pm and 6 am."

CITY OF CHULA VISTA PROPOSAL TO CVEA/SEIU 221
REGARDING COMPENSATORY TIME

DATE: July 29, 2013

Regarding Compensatory Overtime:

The City withdraws its proposal to change the current compensatory time and the current language remains in place.

Letter of Understanding
Between
SEIU Local 221/CVEA (the "Union")
And
The City of Chula Vista (the "City")
RE: Quality Workforce Program

The Union and the City agree to meet beginning no later than September 12, 2013 with the intent to agree upon the compensation component of the Quality Workforce Program ("QWP") no later than March 31, 2014. The following shall establish the parameters for the process:

1. All information reviewed shall be shared by the Union and the City. This section does not apply to information designated as confidential and/or privileged by the City.
2. The following subjects shall be considered appropriate for the purposes of this Letter of Understanding:
 - a. Comparable peer group or labor market to be surveyed for each job or group of jobs
 - b. Internal and external job classifications with which bargaining unit positions shall be compared and benchmarked in any salary survey
 - c. What percentile or other measurement shall be used as the parity goal
3. Either party may invite outside consultants or experts to participate in the process at its own expense. Both parties shall have access to the consultants and experts.
4. Employees and Department Heads may be surveyed regarding duties, responsibilities, and job qualifications.
5. If agreement is not reached by January 31, 2014, then the parties shall request mediation through a mutually agreed upon mediator and, if none, then through the State Mediation and Conciliation Service.
6. The agreed upon compensation component of the QWP shall provide the framework for wage negotiations between the Union and the City for the successor Memorandum of Understanding between the parties.
7. Meetings may be conducted jointly with all bargaining unit employees and management employees in each department to review the agreed upon compensation component of the QWP prior to implementation.

This Letter of Understanding shall be incorporated by reference in the Memorandum of Understanding between the parties.

FOR THE UNION

FOR THE CITY

Date: _____

Date: _____